

## Deposits

Third Taxing District Electrical Department  
Commercial Service Policy  
Adopted December 14, 1992  
Rev. 9/16/03

### **NEW ACCOUNTS**

All businesses applying for electric utility service, with no established previous credit history with the Electrical Department, shall be required to complete a written application for service. New customers applying and operating as sole proprietorships shall be personally liable for payment. New customers applying and operating as corporations or partnerships shall receive service in the business name, and in the case of non-public business entities, one of the owners shall personally guarantee payment and be subject to a credit check.

### **SECURITY DEPOSIT**

All new applicants for commercial service must deposit an amount with the Electrical Department equivalent to three (3) months anticipated billing. Any customer currently receiving service from the department who has been terminated must deposit a three-month security in total.

The Electrical Department shall pay simple interest on all residential security deposits. The interest rate shall be paid at the rate prescribed in Section 16-262J of the Connecticut General Statutes and will be set annually in January of each year by the District Commission. The security deposit shall be refunded, less any money due from the customer, at such time as the business either leaves the service territory or the Electrical Department or is no longer a going concern, provided the customer's account is not delinquent.

### **DELINQUENT ACCOUNTS**

An account shall be considered delinquent when a bill for electric utility service remains unpaid for a period of more than thirty (30) days from the date it is rendered by the Electrical Department.

All delinquent accounts are subject to a one and one-half percent (1 ½%) delinquency service charge, per month.

No partial payment of any delinquent account shall affect the delinquent status of the amount

remaining unpaid on such account.

## **TERMINATION OF SERVICE**

A notice shall be sent with all past due bills, clearly stating the reason for pending termination and indicating the date on which service shall be terminated unless payment is received. Such notice shall be issued thirty days after a bill has been rendered by the Electrical Department. In no instance shall the date of termination be a Friday, Saturday, Sunday, legal holiday, or a day immediately preceding a legal holiday. In no instance shall service be terminated on any day after 3:00 pm.

The Electrical Department shall have the right, in accordance with applicable statutes and applicable regulations of the DPUC, if any, to discontinue its service on due notice and to remove its property from the Customer's Premises in the event the customer fails to pay any bill due the Electrical Department for such service, or fails to perform any of his obligations to the Electrical Department.

## **RESTORATION OF SERVICE**

Service will be restored to any premise upon payment of the entire past due amount or entered into an acceptable amortization agreement not to exceed ninety days.

All restorations shall take place after 3:30 p.m. on the day in which the account balance has been paid or for which payment arrangements satisfactory to the Electrical Department have been made.

A restoration (reconnection) fee of \$15.00 will be charged and must be paid prior to restoration.

At the Electrical Department's discretion, reconnection may take place after normal business hours up to 9:00 p.m. for any customer for which the Electrical Department determines was unaware during normal business hours that a termination had occurred. In this case the restoration charge will be \$40.00. Payment of the full balance in arrears and the restoration charge shall be made to Electric Department personnel dispatched to perform the reconnection. Upon receipt of such payment by the Electric Department personnel, restoration will occur.

If service is terminated at the pole, the restoration fee during normal business hours will be \$35.00 and after normal business hours the fee will be \$100.00.

## **RIGHT OF ACCESS**

The Electrical Department shall have the right of access, subject to any reasonable regulations of the customer, to the customer's premises at all reasonable times for the purposes of determining the quantity of electricity consumed or delivered, or to examine or remove the Electric Department's meters, wires, devices and other facilities for supplying, controlling, or regulating the supply of electricity.

The customer shall not permit access for any purpose whatever, except by authorized employees of the Electrical Department, to the meter or other appliances and equipment of the Electrical Department, or interfere with the same, and shall provide for their safekeeping. In case of loss or damage to any property of the Electrical Department in the custody of the customer, the customer shall reimburse the Electrical Department for such loss or damage.

## **EQUIPMENT REQUIREMENTS**

The customer shall furnish and install upon its premises such service and meter switch or circuit breaker and appropriate protective relaying as shall conform to specifications issued from time to time by the Electrical Department, and the Electrical Department may seal such service and meter switch, and adjust, set and seal such circuit breaker and relays. These seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the customer.

The customer shall furnish, free of cost to the Electrical Department, upon its premises the necessary space and provide, in conformity with the Electrical Department's specifications and subject to its approval, suitable foundations, supports, housing, equipment replacement access, equipment ventilation, grounding, wiring, conduit, and fittings for any transformers, switching arrangements, meters, and other apparatus required in connection with the supply of electricity.

The customer's wiring, conduit, apparatus and equipment shall, at all times, conform to the requirements of all constituted authorities and to those of the Electrical Department, and the customer shall keep such wiring, conduit, apparatus and equipment in proper repair.

## **GROUND FOR SERVICE TERMINATION**

In addition to non-payment, the following reasons will result in termination of service by the Electrical Department:

1. In the event that furnishing service would contravene any orders, ordinances or laws of the Federal Government or the State of Connecticut or any political subdivision thereof.
2. In the event that wires, pipes, meters or other utility equipment have been tampered with by

the customer.

3. The customer or his designated agent engages in fraud or material misrepresentation in obtaining utility service.
4. After receipt of notification by the Electrical Department, continued use of equipment in such a manner that the Electrical Department's equipment or the Electrical Department's service to others is adversely affected by the customer's use.
5. Failure of the customer to provide the Electrical Department with reasonable access to equipment or providing obstructed or hazardous access to such equipment.
6. The customer obtains unauthorized metered service or gains unauthorized un-metered service.

**THIRD TAXING DISTRICT ELECTRICAL DEPARTMENT  
POLICY REGARDING OPENING OF NEW ACCOUNTS  
RESIDENTIAL SERVICE  
Effective October 15, 1992**

**NEW ACCOUNTS**

All persons applying for electric utility service, with no established previous credit history with the Electrical Department, shall be required to complete an application for service. This application shall authorize the Electrical Department to seek a credit report from a credit reporting bureau.

**SECURITY DEPOSIT**

If the new customer does not provide positive responses to at least three of the numbered questions on the application, and/or if the credit report received from a credit reporting bureau is unfavorable, the Electrical Department shall ask for a deposit equal to approximately three months of anticipated average monthly billings for the service address.

The Electrical Department may require a security deposit from a residential customer, other than a new customer, if any of the following conditions apply:

1. The Electrical Department has terminated the residential customer's utility service during the past two years for any of the following reasons: (a) Nonpayment of a delinquent account; (b)

failure to amortize an unpaid account balance in accordance with an agreement; (c) fraud or misrepresentation or (d) failure to reimburse the company for damages due to intentional or negligent acts of the customer.

2. If the Electrical Department has obtained a judgment against the prospective residential customer during the past two years for nonpayment of a delinquent account.

3. If the residential customer has had a delinquent account for three consecutive months or two consecutive billing cycles, whichever is more during the past two years.

4. If the residential customer has an outstanding delinquent account.

The Electrical Department shall pay 4% (four percent) simple interest on all residential security deposits. The security deposit may, after a period of at least one year, be returned to the customer, at the Electrical Department's discretion, providing a good payment history has been established.

The Electrical Department, in accordance with DPUC guidelines, will not refuse to provide utility service where the customer lacks the financial ability to pay a security deposit, subject to DPUC requirements.

## **DELINQUENT ACCOUNTS**

An account shall be considered delinquent when a bill for electric utility service remains unpaid for a period of more than 30 days from the date it is rendered by the Electrical Department.

All delinquent accounts are subject to a 1 1/2% delinquency service charge, per month.

No partial payment of any delinquent account shall affect the delinquent status of the amount remaining unpaid on such account.

## **TERMINATION OF SERVICE**

A notice of termination shall be sent with all past due bills, clearly stating the reason for pending termination and indicating the date on which service shall be terminated unless payment is received. In no instance shall this date be a Friday, Saturday, Sunday, or legal holiday, or a day immediately preceding a legal holiday. In no instance shall service be terminated on any day after 3:00 p.m.

All termination notices shall carry a Notice of Customer Rights:

## Right to Residential Utility Service During Serious Illness

If you or anyone presently and normally living in your home is seriously ill, we will not shut off your utility service during such illness, if you have your doctor or someone from his office call us within seven (7) days from the time you get this notice and tell us that you or someone else in your home is seriously ill. Your doctor must send us a letter telling us about the nature and length of the illness within a week after he calls us. You will be required to make an equitable arrangement to pay your past due bills and to pay on a current basis all future bills while the illness continues.

If there is serious illness in your home, please have your physician immediately call us at our office.

The Electrical Department has the right to contest before the Department of Public Utility Control the validity of any serious illness certificate it receives, and to require submissions of additional serious illness certificates every 15 days during the continuation of the serious illness.

You have the right to enter into a reasonable amortization agreement to pay off the past due balance of your account, during the timely payment of which your account may not be shut off. If you dispute the amount of your bill, the reasonableness of the amortization agreement, or a finding as to hardship (see below), you may appeal the Electrical Department's decision to the Electrical Department's Review Officer, and your account may not be shut off during the pendency of any such appeal. You have the right to protection from termination from November 1 to April 15 if you are a "hardship case" (as defined in the Regulations of Connecticut State Agencies) and lack the financial resources to pay your entire bill.

Please contact the Electrical Department immediately at 866\_9271 to exercise any of your rights as specified in this Notice.

## **AMORTIZATION AGREEMENTS**

A reasonable amortization agreement shall mean an agreement wherein the customer, in writing, promises to:

1. Immediately pay at least 20% of the outstanding past due balance.
2. Pay the remaining past due balance in monthly installments, not to exceed a maximum of eight months.
3. Simultaneously keep current his account for utility service as charges accrue in each subsequent billing period, except where the customer is determined to be a hardship.

Once entered into, failure to comply with the conditions of an amortization agreement shall constitute a default and the entire account balance shall become due at that time, and a new

termination notice shall be issued to the customer.

If a residential customer and the Electrical Department are unable to reach a reasonable amortization agreement, or from November 1st to April 15th to agree on whether the customer is a hardship case and lacks the financial resources to pay his entire account, the Electrical Department shall not terminate service, but shall refer the customer to the Electrical Department's Review Officer. The Review Officer shall attempt to reach a reasonable amortization agreement with the customer.

The Electrical Department may request that the customer provide written documentation certifying that he is a hardship case and may require such documentation from a social service or other aid agency.

If the customer disagrees with the Review Officer on an amortization agreement or on a decision by the Review Officer as to whether or not the customer qualifies as a hardship (November 1st to April 15th), he shall be provided with a written report from the Review Officer. The report shall state that the customer has the right to appeal to the DPUC's consumer assistance and information division for an informal investigation within five days of receipt of the Review Officer's report. The report shall state the consumer assistance and information division's toll free telephone number.

During the time in which a customer is appealing an amortization agreement or denial of hardship status, no termination shall be effected.

Electrical Department personnel sent to terminate service due to nonpayment are not authorized to accept any payment(s) in lieu of terminating service.

## **TERMINATION OF SERVICE TO TENANTS**

Under DPUC guidelines, service may not be terminated in certain situations. Please refer to DPUC guidelines for a detailed explanation of conditions when these circumstances may apply.

## **RESTORATION OF SERVICE UPON TERMINATION FOR NONPAYMENT**

Restoration of service will occur only after the customer has paid the entire past due (arrears) portion of his account, or entered into an acceptable amortization agreement.

All restorations shall take place after 3:30 p.m. on the day in which the account balance has been satisfied, as previously noted. In most cases, all restorations will be completed before 4:30 p.m., depending on the number of restorations to be performed that day.

A restoration (reconnect) fee of \$15.00 will be charged and must be paid prior to restoration.

At the Electrical Department's discretion, reconnects will take place after normal business hours (4:30 p.m.), if the Electrical Department believes that the customer was unaware, during normal business hours (8:30 a.m. \_ 4:30 p.m.) that a disconnect had taken place. The restoration charge will be \$40.00 in this case, and in no event will a reconnect be performed after 9:00 p.m. For any restoration after hours, the customer must pay the full arrears balance plus the reconnect charge to Electrical Department personnel dispatched to perform the reconnect before any restoration will take place.

**GROUND FOR TERMINATION OF SERVICE WITH NOTICE** (Other than for nonpayment)

The Electrical Department may terminate service, with notice, for any of the following reasons (list not all inclusive):

1. In the event that the furnishing of service would be in contravention of any orders, ordinances or laws of the Federal Government or by the State of Connecticut or any political subdivision thereof.
2. In the event of tampering with wires, pipes, meters or other utility equipment by the customer.
3. Fraud or material misrepresentation in obtaining utility service.
4. Customer use of equipment in such a manner as to adversely affect the Electrical Department's equipment or the Electrical Department's service to others, after the customer has first been notified and afforded an opportunity to remedy the interfering influence.
5. Failure of the customer to provide the Electrical Department reasonable access to its equipment, or in the event access thereto is obstructed or hazardous.
6. In the event unauthorized unmetered service or unauthorized metered service is found to be used.